

**ATTACHMENT TO GRADING PERMIT # \_\_\_\_\_**

**AGREEMENT REGARDING DEFENSE AND INDEMNIFICATION**

In consideration of the issuance of grading permit \_\_\_\_\_, (hereinafter "Grading Permit") pursuant to Mono County Code Chapter 13.08, \_\_\_\_\_ (hereinafter "Permittee"), and the County of Mono (hereinafter "County") hereby agree as follows:

1. Permittee, for itself, its contractors and employees, will save, indemnify, and hold harmless the County and its representatives from all liabilities and claims for damage to property from any cause whatsoever while in, upon, or in any way connected with the work covered by the Grading Permit, and does further agree to defend, indemnify and hold harmless the County and its representatives in any claim arising out of, or as a result of, the work done under the Grading Permit or the issuance of the Grading Permit.
  - A. Permittee's obligations to defend, indemnify, and hold the County and its representatives harmless shall include, but not be limited to:
    - i. the costs of any judgments or awards against the County for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the issuance of the Grading Permit, the work performed pursuant thereto, or otherwise challenging the County's compliance with the law as related to the Grading Permit.
    - ii. the costs of any settlement representing damages, litigation costs, and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the issuance of the Grading Permit, the work performed thereunder, or otherwise challenging the County's compliance with the law as related to the Grading Permit.
  - B. Permittee's obligations to defend, indemnify, and hold the County and its representatives harmless are not limited to, or restricted by, the amount of any bond required by the Grading Permit.
  - C. Permittee's obligations to defend, indemnify, and hold the County and its representatives harmless under the provisions of this paragraph will be effective regardless of whether a valid Grading Permit remains in place or has been invalidated.
2. County will notify Permittee, as soon as reasonably practicable, of any suit, claim, or challenge arising out of or in any way connected with the issuance of the Grading Permit, the work performed thereunder, or otherwise challenging the County's compliance with the law as related to the Grading Permit, and will cooperate in good faith with Permittee in Permittee's defense of such suit, claim, or challenge in order to minimize damages and/or achieve a favorable settlement.

Permittee:

Mono County:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date